



Isle Design IT Ltd

Web Design

Terms and Conditions

The following terms and conditions apply to all website development and hosting services offered by Isle Design IT. By accepting a quote either verbally or in writing or ordering a product from Isle Design IT you are agreeing to the following terms and conditions.

Isle Design It will carry out work only for clients who are aged 18 years and above.

Definitions:

The Client: The company or individual requesting the services of Isle Design IT

Isle Design IT: Primary designer/site owner

General Terms:

1. All prices exclude VAT at 20.0 % unless otherwise stated
2. Quotes are valid for 14 days
3. It is the client's responsibility to ensure that any web site is lawful, does not infringe any copyright or any other laws. It is also the client's responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote.
4. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Isle Design IT and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.
5. We reserve the right to refuse to construct a web site that we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult orientated material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
6. The acceptance of a commission quote either verbally or in writing shall be deemed as a contractual agreement between the client and Isle Design IT.
7. At project acceptance Isle Design IT can provide an estimated completion date, however we cannot guarantee this date as a final completion date. Isle Design IT will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet a deadline.
8. A non-refundable deposit of no less than 50% of the total quoted price must be provided before project commencement.
9. Copyright to the finished assembled work of web pages produced by Isle Design IT is owned by Isle Design IT. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Isle Design IT and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.
10. Once a commission has commenced it will be completed using the information, data, text and images provided at project commencement or during the design phase. Once the design process has been completed it will be presented to the client who may make any changes to design and content he wishes.
11. Once a draft has been agreed, Isle Design IT allows 14 days for clients to supply all information necessary. After the 14 days, invoices for the final balance will be raised and are subject to the payment terms.
12. Where applications or sites are developed on servers not recommended by Isle Design IT the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the



client's responsibility to provide a suitable testing environment which is identical to the final production environment.

13. Isle Design IT will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.
14. Isle Design IT will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.
15. Isle Design IT will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material.
16. Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client's satisfaction and no refunds can be offered. We do offer free updates for a month after completion to allow for any final amendments that may be required.
17. Isle Design IT will initially place the client's website on a demonstration server in order that the client may view and comment on the project. Once the client has approved the project a final invoice statement will be presented. The final balance is then due in accordance with our payment terms.
18. Isle Design IT reserves the right to alter our prices at any time without prior notice. If a quote at an original price has been made it will be valid for 14 days and subsequently during the life of the current commission, however additional work may be charged for using the new pricing structure.
19. A client's site will be hosted for an agreed time once approval of the design and content is given however we reserve the right to remove the site at any time until the invoice is paid in full.
20. Content or features listed in the original quote but not provided during the development phase by the client will be added at any time in the future, however invoices must be paid in full including sections which the client still has to provide content for.
21. Isle Design IT produce projects where every effort is made to display the pages acceptably on most popular browsers currently available, however we cannot accept responsibility for pages which don't display properly on versions of browsers not compatible or those released after the project is complete.
22. The client is ultimately responsible for checking the correctness of the site before giving Isle Design IT the go ahead to make the site publicly available.
23. When a client agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all their requirements.

Payment Terms:

In order for Isle Design IT to remain in business, payments must be made promptly.

1. By agreeing to these terms and conditions your statutory rights are not affected.
2. Once a deposit is paid and work completed you are obliged to pay the balance of the payment in full. We will contact clients via email and/or telephone to remind them of such payments if they are not received when due.
3. Our payment terms are 10 days, payment must be made by cheque or cash and delivered to our premises of 1 Fox Terrace, Ealand, DN17 4JL unless otherwise agreed.
4. Delinquent bills will be assessed a £90 charge if payment is not received within 10 days of the due date. If accounts are not settled within 10 days, access to the related web site may be denied and web pages removed. If they remain unsettled after 30 days we will then pass cases to the small claims court to pursue payment, non payment can result in county court judgements (CCJ's) being added to the clients credit rating.
5. Any payment returned by the bank will incur a £20 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.
6. In the event of non payment we shall take such action as we consider appropriate to recover our fees which may include engaging third party debt recovery agents to recover the outstanding amount and/or instigating proceedings against you in the county court. In such cases, all costs will be added to the principal sum owing plus interest due in addition to recovery costs levied by the Debt Recovery Agents.

**Hosting:**

1. Isle Design IT offer annual renewable packages of hosting and updating service agreements.
2. Hosting, support and updating services are annually renewable; package start dates are based on when the package or domain name is first registered and not when the web project goes live.
3. Our content update service refers to any content, photographs or text which replaces any current content. It does not extend to producing new sections or pages unless otherwise stated.
4. Hosting support and updating packages are renewed annually, invoices are provided approximately one month before the renewal date, however our usual payment terms apply from the invoice date.
5. Customers wishing to cancel a hosting, support or updating package must inform us before the invoice date otherwise full annual payment will be required.
6. Customers not wishing to renew their hosting may request certain files and associated data where our software deems possible and the domain name can be transferred on the customer's instruction. Isle Design IT cannot be responsible for any migration fees or charges from a third party.
7. No partial refunds will be given for hosting, servicing or updating packages cancelled during the current agreements time period.

Website Optimisation:

1. Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

Privacy Statement:

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.